

**State of Louisiana  
Secretary of State**

Legal Services Section

06/05/2020

P.O. Box 94125, Baton Rouge, LA 70804-9125  
(225) 922-0415

WESTERN WORLD INSURANCE COMPANY  
ATTN: LISA A. ROSA EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL  
300 KIMBALL DRIVE  
SUITE 500  
PARSIPPANY, NJ 07054

Suit No.: 201373  
4TH JUDICIAL DISTRICT COURT  
OUACHITA PARISH

ALJJI, LLC  
vs  
WESTERN WORLD INSURANCE COMPANY

Dear Sir/Madam:

I am enclosing a citation served in regard to the above entitled proceeding. If you are not the intended recipient of this document, please return it to the above address with a letter of explanation. All other questions regarding this document should be addressed to the attorney that filed this proceeding.

Yours very truly,

R. KYLE ARDOIN  
Secretary of State

Served on: R. KYLE ARDOIN  
Served by: E CUMMINS

Date: 06/04/2020  
Title: DEPUTY SHERIFF

No: 1161852

KC







OPC.CV.6035281

RT

## CITATION

ALJJI, LLC

VS

WESTERN WORLD INSURANCE  
COMPANY

DOCKET NUMBER: C-20201373

SEC: C3

STATE OF LOUISIANA

PARISH OF OUACHITA

FOURTH JUDICIAL DISTRICT COURT

EAST BATON ROUGE PARISH

TO:

WESTERN WORLD INSURANCE COMPANY

THROUGH THE REGISTERED AGENT FOR SERVICE OF PROCESS

LOUISIANA SECRETARY OF STATE

8585 ARCHIVES AVENUE

BATON ROUGE, LA 70809

SERVED ON  
R. KYLE ARDOIN

JUN 04 2020

SECRETARY OF STATE  
COMMERCIAL DIVISION

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within **FIFTEEN (15) days** after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Ouachita Parish Court House, 301 South Grand, Monroe, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within **FIFTEEN (15) days**, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Ouachita Parish, on this MAY 26, 2020.

OUACHITA PARISH CLERK OF COURT

Also attached are the following:

PETITION FOR DAMAGES AND BREACH OF CONTRACT

RENE TANNER

By: \_\_\_\_\_  
Deputy Clerk

FILED BY: JOE D. GUERRIERO #06391

\_\_\_\_\_  
ORIGINAL  
☒ SERVICE COPY  
\_\_\_\_\_  
FILE COPY

CERTIFIED  
TRUE COPY

MAY 26 2020  
BY *[Signature]*  
DEPUTY CLERK  
4TH JUDICIAL DISTRICT COURT  
OUACHITA PARISH, LA



APPENDIX 9.6  
LOUISIANA CIVIL CASE REPORTING  
Civil Case Cover Sheet - LA. R.S. 13:4688, Part G, §13 of the Louisiana Supreme Court  
General Administrative Rules, and Appendix 9.6 of the Louisiana District Court Rules

This civil case cover sheet shall be completed by counsel for the petitioner, counsel's authorized representative, or by the self-represented litigant (if not represented by counsel) and submitted with the original petition filed with the court. The information should be the best available at the time of filing. This information does not constitute a discovery request, response or supplementation, and is not admissible at trial.

Suit Caption: ALJJI, LLC versus WESTERN WORLD INSURANCE COMPANY

vs.

Court: 4TH JDC

Docket Number: 20-1373

Parish of Filing: OUACHITA

Filing Date: 5/25/20

Name of Lead Petitioner's Attorney: JOE D. GUERRIERO

Name of Self-Represented Litigant:

Number of named petitioners: 1

Number of named defendants: 1

Type of Lawsuit: Please check the categories which most appropriately apply to this suit (no more than 3 categories should be checked):

- |   |   |
|---|---|
| <input type="checkbox"/> Auto: Personal Injury          | <input type="checkbox"/> Auto: Property Damage                  |
| <input type="checkbox"/> Auto: Wrongful Death           | <input type="checkbox"/> Auto: Uninsured Motorist               |
| <input type="checkbox"/> Asbestos: Property Damage      | <input type="checkbox"/> Asbestos: Personal Injury/Death        |
| <input type="checkbox"/> Product Liability              | <input type="checkbox"/> Premise Liability                      |
| <input type="checkbox"/> Intentional Bodily Injury      | <input type="checkbox"/> Intentional Property Damage            |
| <input type="checkbox"/> Intentional Wrongful Death     | <input type="checkbox"/> Unfair Business Practice               |
| <input type="checkbox"/> Business Tort                  | <input type="checkbox"/> Fraud                                  |
| <input type="checkbox"/> Defamation                     | <input type="checkbox"/> Professional Negligence                |
| <input type="checkbox"/> Environmental Tort             | <input type="checkbox"/> Medical Malpractice                    |
| <input type="checkbox"/> Intellectual Property          | <input type="checkbox"/> Toxic Tort                             |
| <input type="checkbox"/> Legal Malpractice              | <input checked="" type="checkbox"/> Other Tort (describe below) |
| <input type="checkbox"/> Other Professional Malpractice | <input type="checkbox"/> Redhibition                            |
| <input type="checkbox"/> Maritime                       | <input type="checkbox"/> Class action (nature of case)          |
| <input type="checkbox"/> Wrongful Death                 |   |
| <input type="checkbox"/> General Negligence             |   |

Please briefly describe the nature of the litigation in one sentence of additional detail:  
PETITION FOR DAMANGES AND BREACH OF CONTRACT

Following the completion of this form by counsel, counsel's representative, or by the self-represented litigant, this document will be submitted to the Office of the Judicial Administrator, Supreme Court of Louisiana, by the Clerk of Court.

Name, address and contact information of person completing form:

Name: JOE D. GUERRIERO

Signature: Joe D. Guerrero

Address: 3030 AURORA AVE., 2ND FLOOR, MONROE, LOUISIANA 71201

Phone number: 318-338-3603

E-mail address: joed@nuby.com

RECEIVED  
2020 MAY 26 AM 10:26  
OUACHITA PARISH  
CLERK OF COURT

STATE OF LOUISIANA\*PARISH OF OUACHITA\*4TH JUDICIAL DISTRICT COURT

ALJJI, LLC

FILED: MAY 26 2020

VERSUS DOCKET NO. 20-1373

WESTERN WORLD  
INSURANCE COMPANY

RENE TANNER  
DEPUTY CLERK OF COURT

---

PETITION FOR DAMAGES AND BREACH OF CONTRACT

---

Now into Court, through undersigned Counsel, comes ALJJI, LLC, a Louisiana Limited Liability Company, domiciled in Ouachita Parish, Louisiana for purposes of filing this lawsuit, with respect represents:

1.

Plaintiff names as Defendant herein Western World Insurance Company NAIC # 13196, a foreign corporation which at all material times mentioned herein was, is licensed to do and actually doing business in the State of Louisiana with the Secretary of State of Louisiana upon whom service of process should be made, as its agent for service of process.

2.

Plaintiff avers one of its owned properties located in Ouachita Parish Louisiana, then known as the Monterrey Grill, being located on Louisville Avenue, Monroe, Louisiana suffered damage as set forth by the Defendant's engineer/investigator as being due to the following:

**I. Structural Failure:**

a. The failure mechanism occurred in the load bearing 2x8 wood stud wall supporting the steel bar joist.

**II. Cause of Failure:**

a. The presence of rot in the load bearing 2x8 wood stud wall and moisture on the steel bar joist located at the northern wall section in an indication that water intrusion is occurring along the entire length of the west wall; the rot weakened the supporting members of the 2x8 wood stud bearing wall causing the roof to collapse under a high load event.

b. The most likely cause of the high load event was from roof ponding during a rainstorm event.

CASE ASSIGNED TO:  
CV. SECT. 3

c. The backup of water (or ponding) occurred along the western wall as the roof was draining and this increase of roof loading overstressed the already damaged wood stud wall resulting in the support failure.

d. According to weather reports there are three days where a rainstorm event occurred during the 10-day time period prior to date of loss; April 25, May 3 and May 4. These reports are included.

**III. Recommendations:**

a. Load Bearing Wall:

i. We recommend that the existing 2x8 wood stud wall supporting the roof joist should be removed.

3.

Plaintiffs further avers that at all material times mentioned herein, the above described property owned by Plaintiff was insured under a policy of insurance, namely policy #NPP8124140, issued by Defendant covering the above name property from the kind of damage set forth in Defendant's investigated report summarized in paragraph 2 above, which insurance thus inures to the benefit of Plaintiff herein.

4.

Plaintiff avers that the damage to the above described property took place on May 4<sup>th</sup>, 2019 and was reported to Defendant timely and as a result of reporting the claim, Defendant had its own investigator come to the site of the property and examine the damage and reported the cause of same as set forth in paragraph 3 hereinabove and in its investigator's report. (*See Exhibit "A"*).

5.

Plaintiff further avers it requested the official Proof of loss from Defendant and finally received same after which Plaintiff filed out said form and sent it back into Defendant showing a loss in the amount of \$285,046.08. (*See Attached Exhibit "B"*).

6.

Plaintiff avers that the Defendant requested documentation of the amount it would take to repair or replace the damage in question, and using the estimate on said damages submitted by Defendant, Plaintiff accepted Defendant's figures except in certain instances and sent in documentation of those not accepted by Plaintiff which were different in the amount in question.



7.

Plaintiff avers that instead of accepting Plaintiffs adjusted figures on the damage which amounts were corroborated by written estimates on same from local contractors, the Defendant without further discussion or reason given, claimed all it owed was the sum of \$224,247.15 minus the \$1,000.00 deductible and also less depreciation, i.e., the sum of \$26,747.43, deducted by said Defendant even though Defendant was well aware that all of the damaged portions of the building in question had in fact been replaced.

8.

Plaintiff further avers that the Defendant not only did not accept the documented figures submitted by the Plaintiff, but instead sent Plaintiff the net sum of \$196,499.72 holding without justification the depreciation of \$26,747.43 even though all damages incurred in the building had been replaced before Defendant sent any check for same, a fact well known to said Defendant.

9.

Plaintiff therefor avers that it is entitled to its estimate of the cost to replace the damaged property, namely the sum of \$285,046.08, less its \$1,000.00 deductible, and is entitled to Judgment against Western World Insurance Company in the amount of \$284,046.08 subject to a credit or \$196,499.72 tendered by Defendant, Western World Insurance Company, namely \$88,546.36, the sum thus owed by Defendant to Plaintiff with legal interest thereon from date of demand until made and for all cost of this lawsuit.

10.

Plaintiff further avers that the Defendant has thus acted in complete bad faith and as a result of said behavior, Plaintiff avers it is entitled to and desires Judgment against Defendant Western World Insurance Company for penalties, and attorney fees for Defendants' withholding the depreciation stated hereinabove knowing all repairs/replacement of damaged items had been completed and replaced before it tendered its check; moreover, Plaintiff further avers that the Defendant refused to accept those estimates submitted by Plaintiff that were different in amount from a portion of the Defendant's own estimate without discussion or reason, for which Defendant should also be cast in Judgment in favor of Plaintiff for penalties and attorney fees, all of which with interest thereon from date of demand and for all cost of this proceeding.

WHEREFORE PLAINTIFF PRAYS this petition be duly filed and served on Defendant, WESTERN WORLD INSURANCE COMPANY through the Secretary of State of Louisiana, that said Defendant be cited to appear and answer same within the necessary delays allowed by law, and that after all due proceedings had that there be Judgment in favor of ALJJI LLC and against Defendant, WESTERN WORLD INSURANCE COMPANY, in the full amount of \$88,546.36 with interest thereon from date of demand until paid and for all cost of this lawsuit.

PLAINTIFF FURTHER PRAYS that Judgment be awarded in its favor and against Defendant for penalties and attorney fees as allowed by law for the bad faith behavior of the Defendant, WESTERN WORLD INSURANCE COMPANY, with legal interest thereon from date of judicial demand until paid and for all costs of this proceeding.

PLAINTIFF FURTHER PRAYS for full, general and al equitable relief.

Respectfully Submitted,



Joe D. Guerriero, Bar ROL No. 06391

Attorney at Law

3030 Aurora Ave., 2<sup>nd</sup> Floor

Monroe, Louisiana 71201

Telephone: (318) 338-3603

Facsimile: (318) 388-5892

Email: [joed@nuby.com](mailto:joed@nuby.com)

Counsel for ALJJI, LLC

**PLEASE SERVE:**

WESTERN WORLD INSURANCE COMPANY  
Through The Registered Agent for Service of Process:  
Louisiana Secretary of State  
8585 Archives Avenue  
Baton Rouge, Louisiana 70809



Forte Consulting and Investigations  
653 Swedesford Rd  
Malvern, PA 19355  
Forte File Number: F-27136

May 24, 2019  
BDE19-054

Re: **Structural Evaluation – 3610 Desiard Street Monroe, LA 71203**

### **Background**

---

I visited the subject site on May 18, 2019 in order to ascertain the structural condition of the property due to a roof structure failure. The claim file indicates a reported date of loss on May 04, 2019 and it is my understanding the collapse occurred within a 10-day time period prior to date of loss.

### **Observations**

---

**I. Building:**

- a. The building is an approximately 7,500sqft single story with a steel bar joist roof system supported by masonry wall on the east side, steel beam & column frame at the center and 2x8 wood stud wall on the west side.
- b. There are parapets on all sides of the building.
- c. The roof framing spans in the east/west direction and is composed of 16inch deep steel bar joist (at +/-42inch centers), 9/16in galvanized metal deck, approximately 4in of perlite insulation, asphalt roofing (appears to be original roofing surface), expanded polystyrene and a TPO membrane.
- d. The roofing slopes towards the west side of the building and has 6in diameter wall drains spaced about 14ft on center.
- e. The wall drains are piped down through the columns and then to an underground drainage system (this was not observed, owner stated).

**II. Structural Damage:**

- a. The roof collapse occurred at the southwest corner of the building along the western load bearing 2x8 wood stud wall.
- b. The length of collapse is approximately 18 feet long.
- c. The adjacent section of roof was measured from the floor level to the top of the steel bar joist. It was determined that the joist heights were at lower elevations heading towards the collapsed area, indicating additional damage.
- d. At the existing load bearing 2x8 wood stud wall, the double top chord and the upper sections of the of the wall has signs of significant rot.
- e. The steel bar joist did not appear to be welded or bolted to the steel beam frame line located at the center of the building.
- f. At the northern section of the load bearing 2x8 wood stud wall, the steel bar joist ends were wet with signs of rust.

### **Findings**

---

**I. Structural Failure:**

- a. The failure mechanism occurred in the load bearing 2x8 wood stud wall supporting the steel bar joist.

**II. Cause of Failure**

- a. The presence of rot in the load bearing 2x8 wood stud wall and moisture on the steel bar joist located at the northern wall section in an indication that water intrusion is occurring along the entire length of the west wall.



- b. The rot weakened the supporting members of the 2x8 wood stud bearing wall causing the roof to collapse under a high load event.
- c. The most likely cause of the high load event was from roof ponding during a rain storm event.
  - i. The backup of water (or ponding) occurred along the western wall as the roof was draining and this increase of roof loading overstressed the already damaged wood stud wall resulting in the support failure.
  - ii. According to weather reports there are three days where a rain storm event occurred during the 10-day time period prior to date of loss; April 25, May 3 and May 4. These reports are included.

### Recommendations

#### I. Load Bearing Wall:

- a. We recommend that the existing 2x8 wood stud wall supporting the roof joist should be removed and replaced with a steel beam and column frame.
  - i. A temporary shoring wall can be placed within 10feet of the western wall to provide support during the wall demolition and replacement.

#### II. Steel Bar Joist:

- a. The existing steel bar joist should be properly attached to the steel beam line at the center of the building. The joist seats should be either bolted or welded to the steel beam to provided adequate uplift resistance determined from the code required design wind loading.

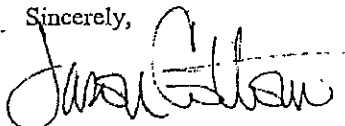
### Conclusion

Based on the observed framing conditions, it is my opinion that the water intrusion occurring over a period of time has compromised the structural integrity of the load bearing wood stud wall. The compromised supporting wall was then overstressed at the steel bar joist support locations during a roof ponding event resulting in the collapse.

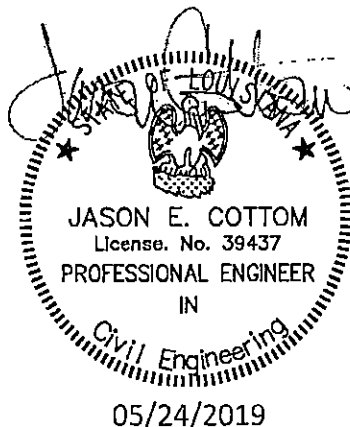
There are numerous hidden conditions that can pose a potential hazard to human life. Since it is not possible to accurately determine every possible failure point, a general assumption to the observed conditions is given. Without repair to the damaged wood stud wall and stopping the roof leaks, the structural integrity of the building will continue to decline and additional collapse is possible. Some of the existing framing may be in better condition than the obvious failure areas. Nevertheless, building deterioration should be monitored and caution should be taken during any renovation or repair to the damaged building.

If you have any questions, please contact me.

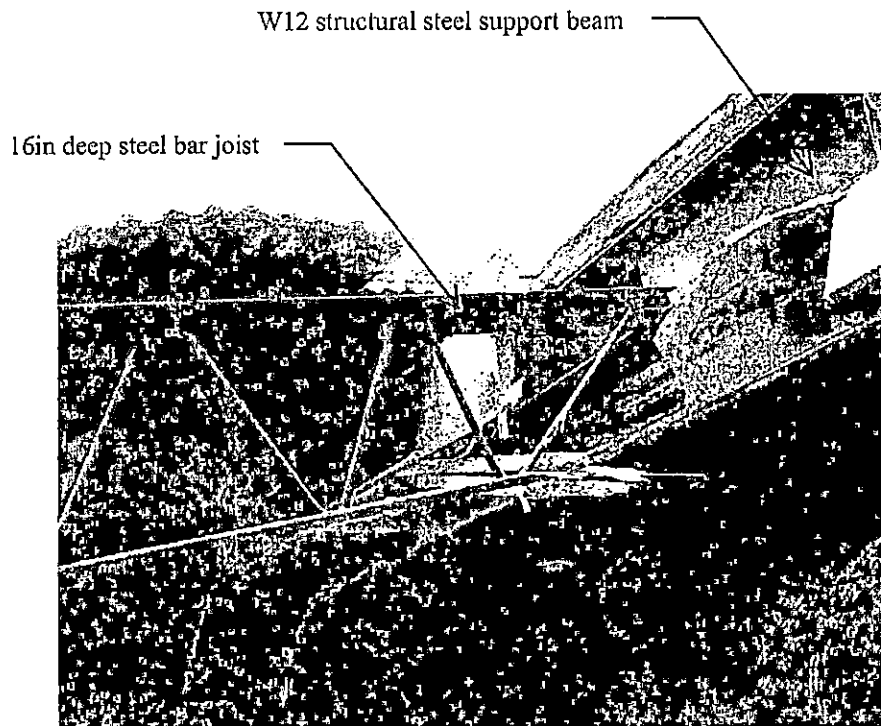
Sincerely,



Jason Cotton, P.E.

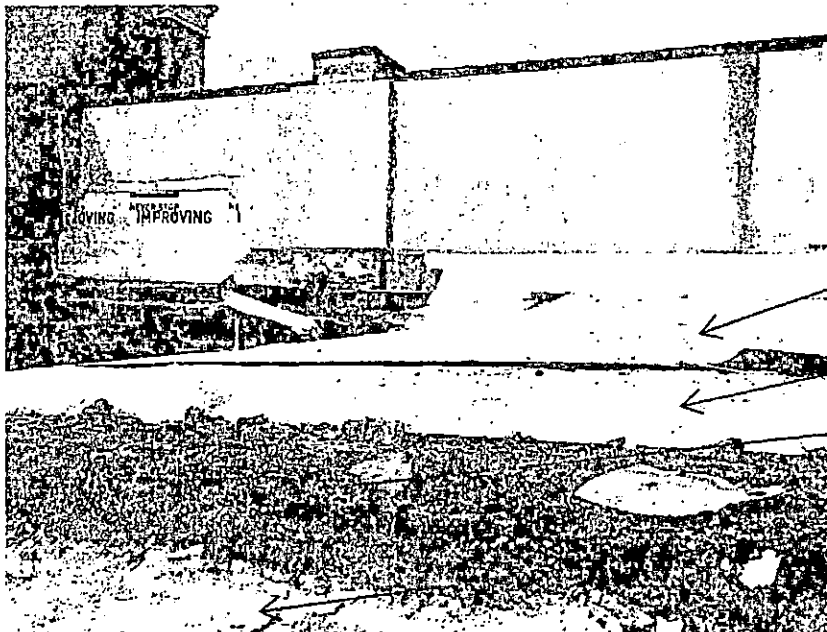


BLACK & WHITE  
photos



Photograph 1

Steel bar joist at structural steel support beam (W12).



Photograph 2

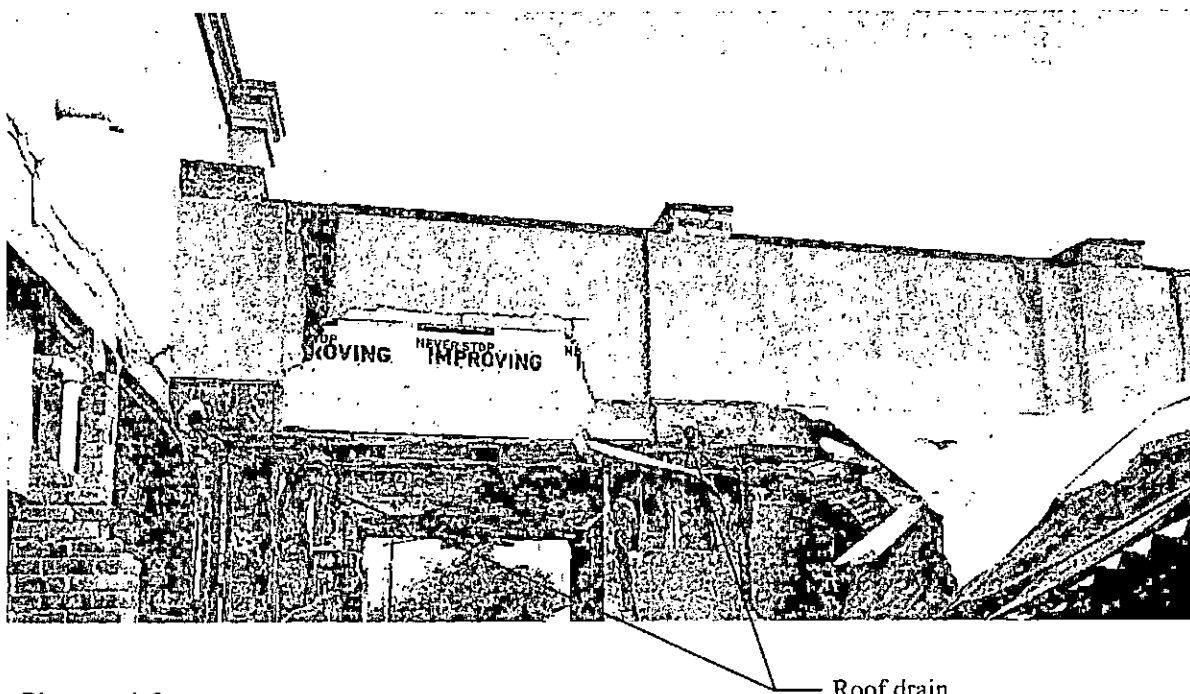
Roofing section.

TPO membrane

Expanded polystyrene

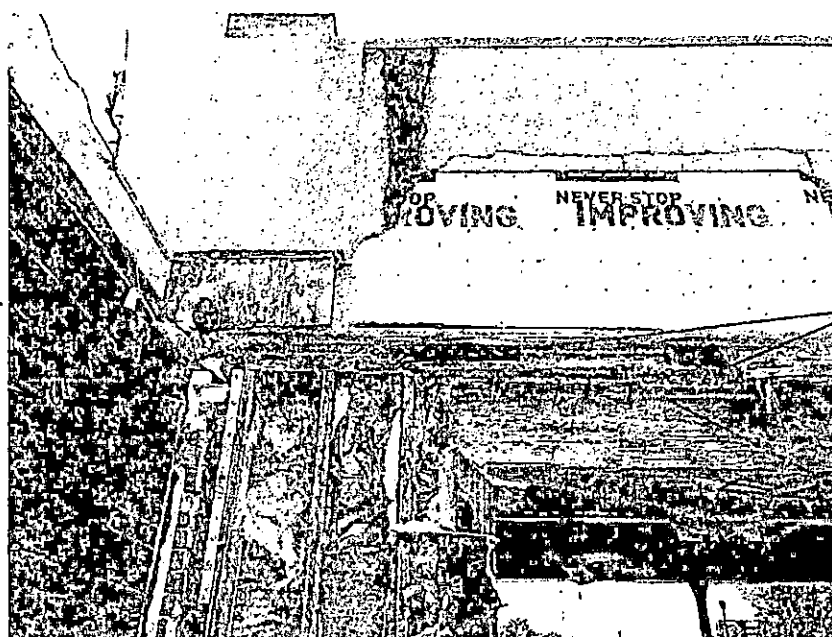
Previous roofing surface  
(assumed)

Perlite insulation



Photograph 3

Support failure at west wall.



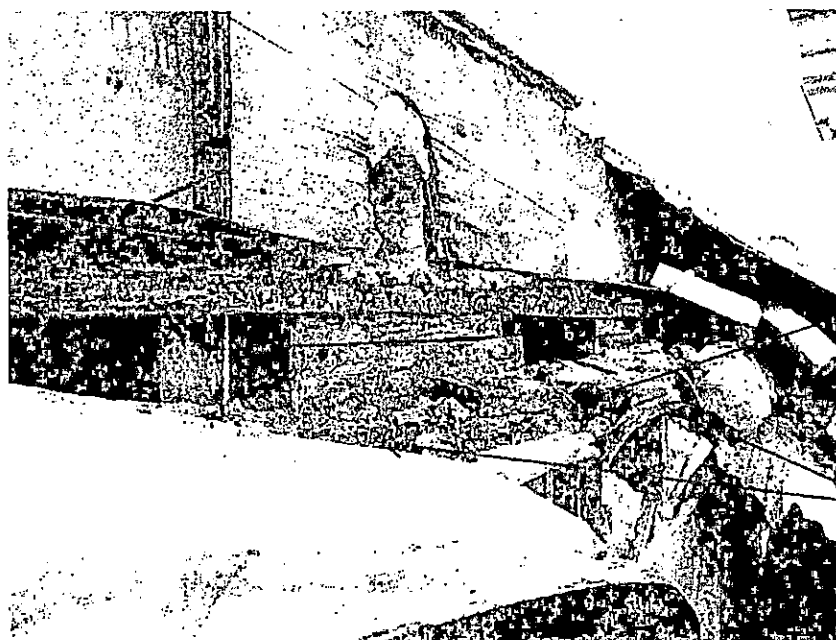
Photograph 4

Support failure at west wall (enlargement).

Failure at joist locations

Wood deterioration from water intrusion.



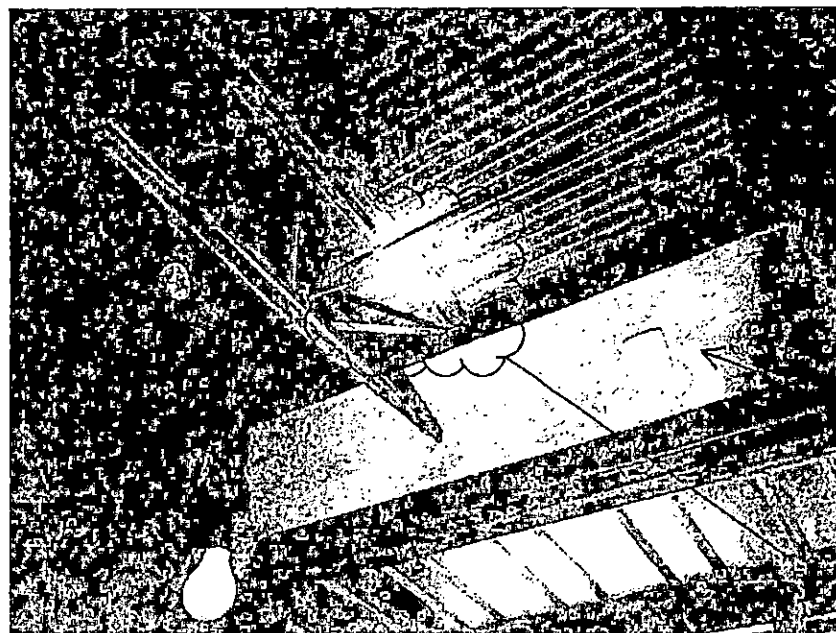


Photograph 5

Support failure at west wall  
(enlargement).

Failure at joist location

Wood deterioration from  
water intrusion.

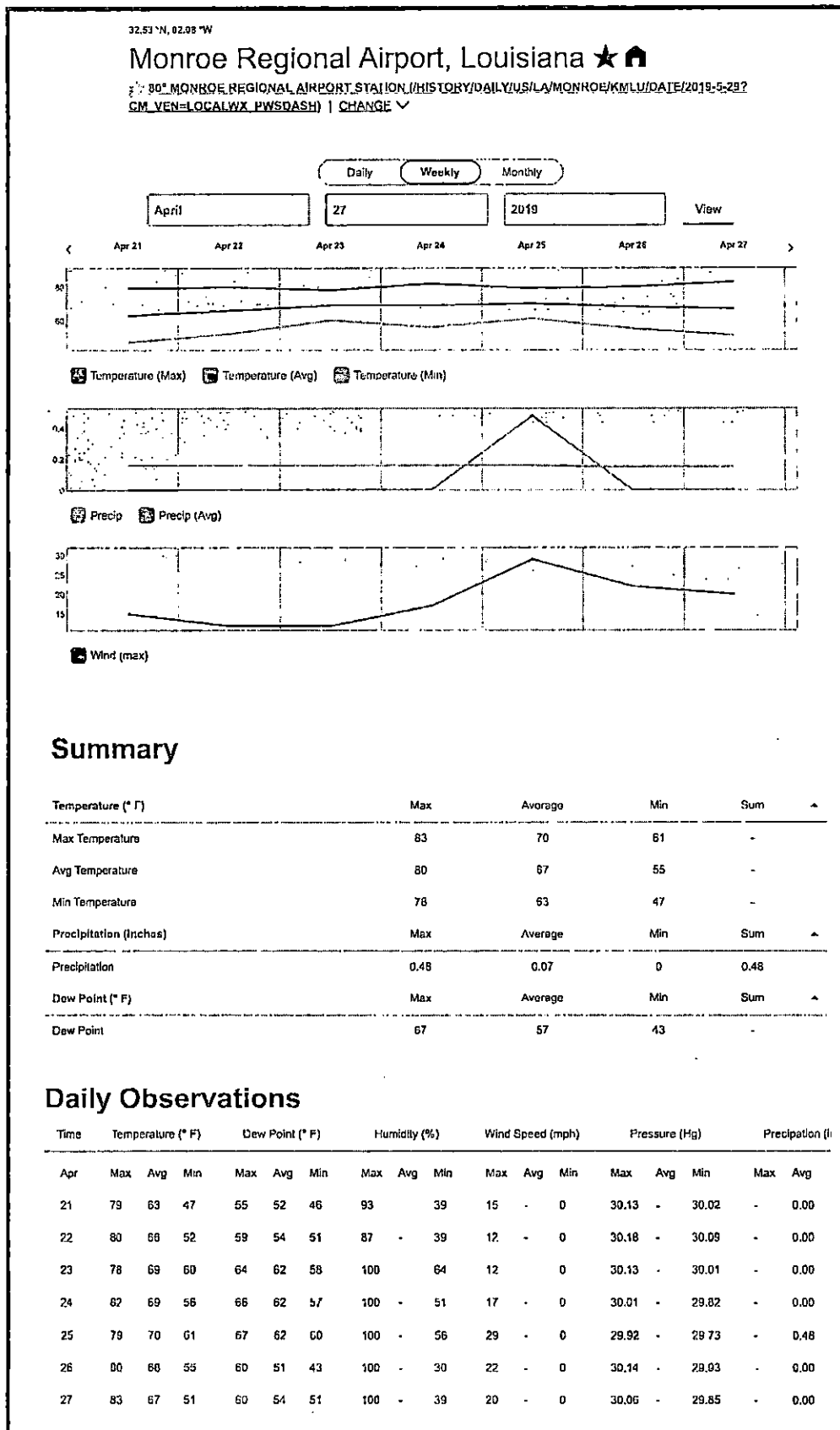


Photograph 6

Roof framing at the north area  
of the building showing water  
and rust present on steel bar  
joist. West wall location.

West wall

Moisture & rust on steel  
bar joist



## SWORN STATEMENT IN PROOF OF LOSS-BUILDING

ALJJ1, LLC

Insured

\$1,000,000

Amount of Policy At Time of Loss

NPP8324140

Policy Number

147027

Claim Number

10/7/2018

Issue Date

10/7/2019

Expiration Date

CRC Insurance Services DBA SCU

Agent

To the Western World Insurance Company:

At time of loss, by the above indicated policy of insurance you insured against loss by open perils to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.


1. **Time and Origin:** A collapse loss occurred about the 4th day of May 2019. The cause and origin of the said loss were:
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever:
3. **Title and Interest:** At the time of the loss, the interest of your insured in the property described therein was : No other person or persons had any interest therein or encumbrance thereon, except:
4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except:
5. **Total Insurance:** The total amount of insurance upon the property described by this policy at the time of the loss was:
6. **The Whole Loss and Damage was:** \$285,046.08
7. **Less Depreciation:** \$0.00
8. **Actual Cash Value of Damage:** \$285,046.08
9. **Less Advance Payments:** \$0.00
10. **Deductible:** \$1,000.00
11. **The Amount Claimed under the above numbered policy is** \$284,046.08
12. **Subrogation:** The Insured hereby covenants that no release has been or will be given to, or settlement or compromise made with any third party who may be liable in damages to, the Insured. The Insured, in consideration of the payment made under this policy, hereby subrogates the Company to all rights and causes of action the Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes the Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.
13. **Statements of Insured:** The said loss did not originate by any act, design or procurement on the part of the Insured or this Affiant. Nothing has been done or with the privity or consent of the Insured or this affiant, to violate the conditions of the policy, or render it void. No articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss. No property saved has in any manner been



concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. No material fact has been withheld of which the Insurer should be advised. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.


Insured:  
ALJJ1, LLC

  
By: Nouri E. Hakim, Manager

State of Louisiana


Parish of Ouachita

Subscribed and sworn before me this 5<sup>th</sup> day of September, 2019.

  
Notary Public



CERTIFIED  
TRUE COPY

MAY 26 2020  
BY   
DEPUTY CLERK  
4TH JUDICIAL DISTRICT COURT  
OUACHITA PARISH, LA

**JOE D. GUERRIERO, LLC****Attorney at Law**

3030 Aurora Ave., 2<sup>nd</sup> Floor  
 Monroe, LA 71201  
 Telephone: (318) 388-4916  
 Facsimile: (318) 388-5892

Tara M. Ambrose  
 Senior Paralegal

**JOE D. GUERRIERO** Ψ  
 General Counsel  
 Luv n' care, Ltd.



[joed@nuby.com](mailto:joed@nuby.com)

Direct Dial: (318) 338-3603

Ψ Admitted in Louisiana  
 & Tennessee

Direct Dial: (318) 338-3084

[tarap@nuby.com](mailto:tarap@nuby.com)

**20-1373**

May 22, 2020

**FILED**

Ouachita Parish Clerk of Court  
 Att: Civil Department  
 300 St. John Street  
 Monroe, Louisiana 71201

MAY 26 2020  
**RENE TANNER**  
 DEPUTY CLERK  
 4TH JUDICIAL DISTRICT COURT  
 OUACHITA PARISH, LA

**RE: ALJJI, LLC v. Western World Insurance Company**  
**New Lawsuit**

Dear Hon. Clerk:

On behalf of my client ALJJI, LLC, please find enclosed herewith a *Petition for Damages and Breach of Contract*, which I would appreciate being filed and service issued to Western World Insurance Company, through its' registered agent for service of process, which is the Louisiana Secretary of State.

To facilitate this request, please also find our check, in the amount of \$350.00, as well as the Case Reporting Form. Once complete, it would be immensely appreciated if you would provide me with a "stamped copy" of same for my records. As you will note, I have included the original Petition and (2) copies to effectuate the copy for service and my "stamped copy".

If you should need to reach me, please feel free to contact me via my cell phone at 318-547-6176, as my office is working remotely during the pandemic.

If there are any problems, please do not send the documents back to my office, please contact either myself, via the cell number provided, or my paralegal, Tara Ambrose at 318-547-3889.

Thank you for your assistance, in advance.

Sincerely,

**JOE D. GUERRIERO, LLC**  
 Attorney & Counselor at Law

By: Joe D. Guerriero  
 Joe D. Guerriero

**RECEIVED**  
 2020 MAY 26 AM 10:26  
 OUACHITA PARISH  
 CLERK OF COURT